

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 19

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 26 May 2005	2. CONTRACT NO. (if any) GS35F4543G	6. SHIP TO: DA551012	
3. ORDER NO. DG133W05BU1068	4. REQUISITION/REFERENCE NO. AJF30000-5-00354	a. NAME OF CONSIGNEE DOC/Bureau of Industry & Security/OCIO	
5. ISSUING OFFICE Address correspondence to: AJF30024 NWS ACQUISITION MGMT DIVISION /OFA63 1325 EAST-WEST HWY. SSMC-2 RM 15254 SILVER SPRING, MD 20910 ANITA R. MIDDLETON 301-713-3405 x196		b. STREET ADDRESS 14th & Constitution Ave, NW RM 6092	
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20230	
		f. SHIP VIA	

7. TO: 00000719	TIN: 541599882	8. TYPE OF ORDER	
a. Name of Contractor DLT SOLUTIONS, INC.	DUNS: 786468199	<input type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY
b. Company Name		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. Street Address 13861 SUNRISE VALLEY DRIVE SUITE 400		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. City HERNDON	e. State VA	f. Zip 201714661	

9. ACCOUNTING AND APPROPRIATION	BOC:	OBLIGATED AMT: \$0.00	10. REQUISITIONING OFFICE NOAA
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED

12. F.O.B. POINT DESTINATION	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 31 May 2008	16. DISCOUNT TERMS 00.00% 0 Days Net 30
13. PLACE OF			
a. INSPECTION Per Individual Call	b. ACCEPTANCE Per Individual Call		

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	<p>This Blanket Purchase Agreement (BPA) is being accomplished in accordance with FAR Subpart 8.405-3 Blanket Purchase Agreements (BPAs).</p> <p>The only individuals authorized to purchase against this BPA is the entire U.S. Department of Commerce.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME See Invoices Instructions				US\$
	b. STREET ADDRESS (or P.O. Box)				
c. CITY		d. STATE	e. ZIP CODE	0.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) ANITA R. MIDDLETON 301-713-0828 x129 (TITLE CONTRACTING/ORDERING OFFICER)
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OPTIONAL FORM 347 (REV. 6/95)

Prescribed by GSA/FAR 48 CFR 53.213(e)

# ORDER FOR SUPPLIES OR SERVICES - Continuation

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**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

DATE OF ORDER

CONTRACT NO. (if any)

ORDER NO.

26 May 2005

GS35F4543G

DG133W05BU1068

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	<p>In the spirit of the Federal Acquisition Streamlining Act U.S. Department of Commerce and DLT Solutions, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract Number GS-35F-4543G.</p> <p>Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitation; and the evaluation of bids and offers. Contractor Team Arrangements are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6.</p> <p>This BPA will further decrease costs, reduce paperwork and save time by eliminating the need of repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.</p> <p>Signature of Offeror/Contractor:</p> <p>Signature</p> <p>Date</p> <p>The GSA Schedule Period of Performance is from April 1, 1997 through March 31, 2007, with an option to extend for five (5) years.</p> <p>The Period of Performance for this BPA is three (3) years from June 1, 2005 through May 31, 2008, if the GSA Schedule option year affecting this period of performance is exercised.</p> <p>The ceiling amount for this BPA is \$8,000,000.00.</p>					

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**1. 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

(Reference 32.705-1(a))

**2. STATEMENT OF OBJECTIVES**

**STATEMENT OF OBJECTIVES**

**RED HAT ENTERPRISE LINUX ENTITLEMENTS AND SUPPORT**

**APRIL 6, 2005**

**A. PURPOSE**

The purpose of this statement of objectives is award a Blanket Purchase Agreement (BPA) for the purchase, delivery, and support of Red Hat Enterprise Linux (RHEL) for Advanced Servers, Extended Servers, Workstations, Management Servers, Desktop, and any other future RHEL products.

The customer base for the BPA is the entire Department of Commerce (DoC or Department). The period of performance for the BPA is three (3) years. The ceiling amount for this BPA will be \$8 million.

**1.0 BACKGROUND/SCOPE**

The Department of Commerce has used Linux since the mid 1990s and has substantially benefited from the community supported version since its adoption. With the recent changes in service support models by the Linux vendors and the limitations placed on the community supported version DoC is seeking to implement a flexible contract vehicle that will support the entire Department.

Under the NOAA's Chief Information Officer's direction, an earlier acquisition was competed and awarded for Linux support services and purchase of new entitlements. The existing award is not flexible enough to accommodate the entire Department and since Red Hat has changed their business model it is now possible to award a more flexible contract vehicle, the Blanket Purchase Agreement (BPA).

The Department of Commerce agencies include:

Office of the Secretary  
Bureau of Industry and Security (BIS)  
Economics and Statistics Administration (ESA)  
Bureau of the Census  
Bureau of Economic Analysis (BEA)  
Economic Development Administration (EDA)

International Trade Administration (ITA)  
 Minority Business Development Agency (MBDA)  
 National Oceanic & Atmospheric Administration (NOAA)  
 National Telecommunications and Information Administration (NTIA)  
 Patent and Trademark Office (PTO)  
 Technology Administration (TA)  
 National Institute of Standards and Technology (NIST)  
 National Technical Information Service (NTIS)  
 Office of Technology Policy (OTP)

The following are DoC's Current Usage and FY06 and FY07 Projections:

Red Hat Products and Support	Current	FY06 Growth %	FY07 Growth %
WS Basic	2602	<10	<10
WS Standard	1284	<10	<10
ES Basic	281	<25	<25
ES Standard	210	<25	<25
AS Standard	369	<10	<10
AS Premium	295	<10	<10
Network Enterprise Mgmt Module	2361	<10	<10
Network Proxy Server	12		
Technical Account Management	1		
Network Satellite Server	4		
Network Provisioning Module	132		
10 Training Unit	2		
Cluster Suite	2		

It is the purpose of this acquisition to easily grow the above numbers and use additional entitlement services offered by Red Hat under their full offering of products and services throughout the three (3) year BPA performance period.

## 2.0 Requirements

a) The contractor shall provide Red Hat Enterprise Linux Products and Services such as, but not limited to, the purchase of new entitlements and other products and the support of existing entitlements and products in terms of software, packaging, installation, patches, and updates. Entitlements and Support are required for desktop, servers and computer clusters. DoC requires three levels of support 1) Basic that provides for installation, patches and updates, 2) Standard that provides all

the services in basic plus telephone and email support, turnaround time 4 hours, available on weekdays from 0900-1800 hours, 3) Premium that provides all the services in Basic plus turnaround time of 2 hours, available 24x7x365, and Technical Account Management support.

b) The contractor should be able to accept the Government-wide Purchase Card as the payment vehicle. Purchase Orders will only be issued as an exception not the rule.

c) The contractor should keep a record of each call and what was purchased and who purchased it.

d) The contractor should keep a record of all trouble reports and resolution that go through their company. Recommend documenting any trouble reports that go straight to Red Hat, if possible.

e) The contractor should provide a monthly report to the Contracting Officer and Contracting Officer's Representative showing the call recordings and any trouble reports, if possible, with solutions.

### 3.0 GOVERNMENT FURNISHED

NOAA/NWS AWIPS will furnish 10 technical personnel that will work closely with the contractor for phone and email support and privileged download access. NOAA/NWS NCEP will furnish 11 technical personnel to work with the contractor for tier-1 support, phone and e-mail support.

### 4.0 PERIOD OF PERFORMANCE

The period of performance is a three (3) year BPA performance period, June 1, 2005 through May 31, 2008.

### 5.0 PLACE OF PERFORMANCE

The place of performance is DoC-wide. The contractor will receive calls from all of the United States and possibly outside the United States.

### Travel Instructions

Travel, if required, is a not to exceed the cost reimbursement CLIN. The Contractor has the responsibility to notify the

Contracting Officer when funds are getting low and request permission prior to travel.

The performance of this task may require non-local travel. Travel will be authorized in accordance with the Federal Acquisition Regulation (FAR) Part 31.205-46 (2)(i), Federal Travel Regulations. Travel regulations can be found at <http://www.ofa.noaa.gov/~finance/travell.htm>. All travel must be pre-approved by the COTR. Support documentation is required when invoicing for travel.

## 6.0 PLACEMENT OF ORDERS

Orders can be placed via the Government Purchase Card or via a purchase order. If the amount being purchased is over the card holders single purchase limit, please contact the Contracting Officer to place the order.

## 7.0 CALL/PURCHASE ORDER TRACKING REPORTS

The call report will include the call number or purchase order number, order date, agency, point of contact, products and quantities purchased and order value. The contractor will also provide monthly quoting reports that will show the activity level of requests we are receiving from DOC customers. The quote report would include the request date, agency, contact information of the person requesting the quote, products and quantities requested and total price.

## 8.0 POINT OF CONTACTS

### **DLT SOLUTIONS**

Customers can request a quote via email, through the on-line request for quote feature on DLT's website, by fax or by phone.

To request a quote,

- DOC customers (except NOAA and NWS) should contact:

Maria Martz

Phone: (703) 708-9603

Fax: (703) 709-8450

Email: [maria.martz@dlt.com](mailto:maria.martz@dlt.com)

- NOAA and NWS customers should contact:

Heather Ruggiero

Phone: (703) 708-9144

Fax: (703) 709-8450

Email: [heather.ruggiero@dlt.com](mailto:heather.ruggiero@dlt.com)

- All DOC customers can also use:  
DLT's Red Hat Team  
(703) 773-9254  
[Redhat@dlt.com](mailto:Redhat@dlt.com)

Heather and Maria will be the first line of contact for customers. They will configure and issue quotes to customers, receive credit card orders or delivery orders. The sales team will also be responsible for tracking all phone calls received from DOC customers and documenting conversations related to the BPA.

#### CONTRACTING OFFICE

Anita Middleton (Contracting Officer)  
[Anita.R.Middleton@noaa.gov](mailto:Anita.R.Middleton@noaa.gov)  
301-713-3405 x196

#### 9.0 INVOICES

For purchase orders only, the Contractor will submit an invoice per purchase order. The Contractor may only invoice for supplies received, hours worked, travel, and/or unique services ordered by the Department of Commerce. Receipts must accompany the invoice if travel required for each individual project being invoiced. The invoice must include: BPA Number, Call/Task Order Number, Date(s) of Shipped/Transfer/Activation, CLIN Number and any support documentation needed to explain the charges on the invoice.

The Contract Administrator shall receive one original and two copies of the invoice. Electronic Invoices will be acceptable.

For electronic invoices send them to the following e-mail addresses:

[Anita.R.Middleton@noaa.gov](mailto:Anita.R.Middleton@noaa.gov)

For hard copy invoices send them to the following addresses:

Contract Administrator:

U.S. Department of Commerce  
NOAA/NWS W/OFA63  
1305 EAST WEST HWY, SSMC4, 7129



SILVER SPRING MD 20910  
Attn: Anita Middleton

# 10.0 PRICING SCHEDULE

DLT Part #	Product Description	Mfg Part #	BPA Price
<b>RHEL WS</b>			
9935-3120a	Red Hat Enterprise Linux WS Basic, 1-9 units	SVC0036	\$ 130.00
9935-3120b	Red Hat Enterprise Linux WS Basic, 10-49 units	SVC0036	\$ 115.00
9935-3120c	Red Hat Enterprise Linux WS Basic, 50 - 99 units	SVC0036	\$ 100.00
9935-3120d	Red Hat Enterprise Linux WS Basic, 100 - 199 units	SVC0036	\$ 75.00
9935-3120e	Red Hat Enterprise Linux WS Basic, 200+ units	SVC0036	\$ 50.00
9935-3120at	Red Hat Enterprise Linux WS Basic, 1-9 units, 3 year term	SVC0095	\$ 370.50
9935-3120bt	Red Hat Enterprise Linux WS Basic, 10-49 units, 3 year term	SVC0095	\$ 327.75
9935-3120ct	Red Hat Enterprise Linux WS Basic, 50 - 99 units, 3 year term	SVC0095	\$ 285.00
9935-3120dt	Red Hat Enterprise Linux WS Basic, 100 - 199 units, 3 year term	SVC0095	\$ 213.75
9935-3120et	Red Hat Enterprise Linux WS Basic, 200+ units, 3 year term	SVC0095	\$ 142.50
9935-1475a	Red Hat Enterprise Linux WS Standard, 1-9 units	SVC0037	\$ 240.00
9935-1475b	Red Hat Enterprise Linux WS Standard, 10-49 units	SVC0037	\$ 215.00
9935-1475c	Red Hat Enterprise Linux WS Standard, 50 - 99 units	SVC0037	\$ 200.00
9935-1475d	Red Hat Enterprise Linux WS Standard, 100 - 199 units	SVC0037	\$ 190.00
9935-1475e	Red Hat Enterprise Linux WS Standard, 200+ units	SVC0037	\$ 179.00
9935-1475at	Red Hat Enterprise Linux WS Standard, 1-9 units, 3 year term	SVC0096	\$ 684.00
9935-1475bt	Red Hat Enterprise Linux WS Standard, 10-49 units, 3 year term	SVC0096	\$ 612.75

9935-1475ct	Red Hat Enterprise Linux WS Standard, 50 - 99 units, 3 year term	SVC0096	\$	570.00
9935-1475dt	Red Hat Enterprise Linux WS Standard, 100 - 199 units, 3 year term	SVC0096	\$	541.50
9935-1475et	Red Hat Enterprise Linux WS Standard, 200+ units, 3 year term	SVC0096	\$	510.15
	<b>RHEL ES</b>			
9935-3105a	Red Hat Enterprise Linux ES Basic, 1-9 units	SVC0030	\$	300.00
9935-3105b	Red Hat Enterprise Linux ES Basic, 10-49 units	SVC0030	\$	260.00
9935-3105c	Red Hat Enterprise Linux ES Basic, 50 - 99 units	SVC0030	\$	244.00
9935-3105d	Red Hat Enterprise Linux ES Basic, 100 - 199 units	SVC0030	\$	228.00
9935-3105e	Red Hat Enterprise Linux ES Basic, 200+ units	SVC0030	\$	209.00
9935-3105at	Red Hat Enterprise Linux ES Basic, 1-9 units, 3 year term	SVC0093	\$	855.00
9935-3105bt	Red Hat Enterprise Linux ES Basic, 10-49 units, 3 year term	SVC0093	\$	741.00
9935-3105ct	Red Hat Enterprise Linux ES Basic, 50 - 99 units, 3 year term	SVC0093	\$	695.40
9935-3105dt	Red Hat Enterprise Linux ES Basic, 100 - 199 units, 3 year term	SVC0093	\$	649.80
9935-3105et	Red Hat Enterprise Linux ES Basic, 200+ units, 3 year term	SVC0093	\$	595.65
9935-1485a	Red Hat Enterprise Linux ES Standard, 1-9 units	SVC0031	\$	650.00
9935-1485b	Red Hat Enterprise Linux ES Standard, 10-49 units	SVC0031	\$	575.00
9935-1485c	Red Hat Enterprise Linux ES Standard, 50 - 99 units	SVC0031	\$	540.00
9935-1485d	Red Hat Enterprise Linux ES Standard, 100 - 199 units	SVC0031	\$	530.00
9935-1485e	Red Hat Enterprise Linux ES Standard, 200+ units	SVC0031	\$	500.00
9935-1485at	Red Hat Enterprise Linux ES Standard, 1-9 units, 3 year term	SVC0094	\$	1,852.50
9935-1485bt	Red Hat Enterprise Linux ES Standard, 10-49 units, 3 year term	SVC0094	\$	1,638.75

9935-1485ct	Red Hat Enterprise Linux ES Standard, 50 - 99 units, 3 year term	SVC0094	\$ 1,539.00
9935-1485dt	Red Hat Enterprise Linux ES Standard, 100 - 199 units, 3 year term	SVC0094	\$ 1,510.50
9935-1485et	Red Hat Enterprise Linux ES Standard, 200+ units, 3 year term	SVC0094	\$ 1,425.00
	<b>RHEL AS</b>		
9935-1370a	Red Hat Enterprise Linux AS Standard, 1-9 units	SVC0020	\$ 1,150.00
9935-1370b	Red Hat Enterprise Linux AS Standard, 10-49 units	SVC0020	\$ 1,050.00
9935-1370c	Red Hat Enterprise Linux AS Standard, 50 - 99 units	SVC0020	\$ 1,000.00
9935-1370d	Red Hat Enterprise Linux AS Standard, 100 - 199 units	SVC0020	\$ 990.00
9935-1370e	Red Hat Enterprise Linux AS Standard, 200+ units	SVC0020	\$ 974.00
9935-1370at	Red Hat Enterprise Linux AS Standard, 1-9 units, 3 year term	SVC0083	\$ 3,277.50
9935-1370bt	Red Hat Enterprise Linux AS Standard, 10-49 units, 3 year term	SVC0083	\$ 2,992.50
9935-1370ct	Red Hat Enterprise Linux AS Standard, 50 - 99 units, 3 year term	SVC0083	\$ 2,850.00
9935-1370dt	Red Hat Enterprise Linux AS Standard, 100 - 199 units, 3 year term	SVC0083	\$ 2,821.50
9935-1370et	Red Hat Enterprise Linux AS Standard, 200+ units, 3 year term	SVC0083	\$ 2,775.90
9935-1375a	Red Hat Enterprise Linux AS Premium, 1-9 units	SVC0021	\$ 2,025.00
9935-1375b	Red Hat Enterprise Linux AS Premium, 10-49 units	SVC0021	\$ 1,790.00
9935-1375c	Red Hat Enterprise Linux AS Premium, 50 - 99 units	SVC0021	\$ 1,760.00
9935-1375d	Red Hat Enterprise Linux AS Premium, 100 - 199 units	SVC0021	\$ 1,740.00
9935-1375e	Red Hat Enterprise Linux AS Premium, 200+ units	SVC0021	\$ 1,720.00
9935-1375at	Red Hat Enterprise Linux AS Premium, 1-9 units, 3 year term	SVC0084	\$ 5,771.25

9935-1375bt	Red Hat Enterprise Linux AS Premium, 10-49 units, 3 year term	SVC0084	\$ 5,101.50
9935-1375ct	Red Hat Enterprise Linux AS Premium, 50 - 99 units, 3 year term	SVC0084	\$ 5,016.00
9935-1375dt	Red Hat Enterprise Linux AS Premium, 100 - 199 units, 3 year term	SVC0084	\$ 4,959.00
9935-1375et	Red Hat Enterprise Linux AS Premium, 200+ units, 3 year term	SVC0084	\$ 4,902.00
	<b>RH Network</b>		
9935-1410	Red Hat Network Enterprise management Module	RHN016	\$ 60.00
9935-1410T	Red Hat Network Enterprise management Module, 3 year term	MCT0149US	\$ 171.00
9935-3135	Red Hat network provisioning module	SVC0081	\$ 119.00
9935-3135T	Red Hat network provisioning module, 3 year term	SVC0181	\$ 339.15
9935-1400	Red Hat Network Proxy Server	RHN019	\$ 2,200.00
9935-1400T	Red Hat Network Proxy Server, 3 year term	RHN039	\$ 6,270.00
9935-1405	Red Hat Advanced Server Satellite	RHN020	\$ 11,880.00
9935-1405T	Red Hat Advanced Server Satellite, 3 year term	RHN040	\$ 33,858.00
9935-1640	Red Hat Cluster Suite	SVC0042	\$ 432.47
	<b>RH Developer Support</b>		
9935-1330	Red Hat Developer Support Basic	SER0088US	\$ 11,030.00
9935-1335	Red Hat Developer Support Premium	SER0089US	\$ 66,182.00
	<b>RH Technical Account Management</b>		
9935-1325	Red Hat Technical Account Management	SVADD001	\$ 57,358.00
9935-1325T	Red Hat Technical Account Management, 3 year term	SVADD001	\$163,470.30
9935-3158	Technical Account Manager extra contact	SVADD005	\$ 13,200.00
	<b>RH Training</b>		
9935-1340	Red Hat Training Unit	MCT0032US	\$ 221.00
9935-1345	Red Hat 10 Training Unit	MCT0015US	\$ 2,210.00
9935-1355	Red Hat 4 Day Onsite	TR1005	\$ 21,707.00
9935-1350	Red Hat 5 Day Onsite	TR1004	\$ 24,700.00
9935-1360	Red Hat e-learning	RHE0995	\$ 25,943.00

**3. 1352.237-72 SECURITY PROCESSING FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL  
WORKING ON A DEPARTMENT OF COMMERCE SITE (LOW AND MODERATE RISK CONTRACTS)  
(MARCH 2000)**

**a. Security Processing Requirements**

**(1) U.S. Citizens Working on DoC Site**

All contractor (and subcontractor) personnel proposed to work on the premises of a Department of Commerce site for 180 days or more must undergo security processing by the Department's Office of Security (OSY) to be eligible to work on the site.

**(2) Foreign Nationals (Non-U.S. Citizens)**

Regardless of anticipated length of on-site work, all foreign nationals to be employed under this contract must:

(a) Have legal visa status with the Immigration and Naturalization Service (INS);

(b) Have advance approval from the servicing Security Officer in consultation with the Office of Security.

**b. Submittal Requirements - U.S. Citizens**

**(1) Duration of Onsite Work: 180 to 364 days (between 6 months and 1 year)**

For individuals who will be performing work on a DoC site between 180 and 364 days, the Department will perform a Special Agreement Check (SAC). The scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

The Contractor must complete and submit the following form to the Contracting Officer's Technical Representative (COTR):

Form FD-258 (Fingerprint Chart).

Copies of this form can be obtained from the COTR. Upon receipt of the FD-258, the COTR will complete form OFI 86C (Special Agreement Check) and will forward both to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation.

The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

**(2) Duration of Onsite Work: 365 days (1 year) or more**

Individuals proposed to perform work on a DoC site for 1 year (365 days) or more are required to have a NACI check (National Agency Check Plus Written Inquiries)

The Contractor must complete and submit the following forms to the Contracting Officer's Technical Representative (COTR):

Standard Form 85P (SF-85P, Questionnaire for Public Trust Positions) FD-258 (Fingerprint Chart).

Copies of these forms can be obtained from the COTR. Upon

receipt of the required forms, the COTR will forward the forms to the operating unit Security Officer. The security officer will advise the COTR whether work can commence prior to the suitability determination, based on the specifics of the situation. The COTR will notify the Contractor of an approved contract start date as well as favorable findings of the suitability determination.

c. Submittal Requirements - Foreign Nationals

All foreign nationals proposed to work on a DoC site will be subject to a Special Agreement Check (SAC) to determine whether the foreign national has official legal status in the United States.

The Contractor must submit the following forms to the COTR for all foreign nationals proposed to work on a DoC site:

FD-258 (Fingerprint Chart)

Form OFI 86C (Special Agreement Check) with signature authorization for release of information

Copies of these forms can be obtained from the COTR. Upon receipt of the required forms, the COTR will forward the copies to the operating unit Security Officer. The COTR will notify the Contractor of favorable findings and will notify the Contractor regarding an approved date to commence work under the contract.

d. Suitability Updates

Any individual (including foreign nationals) processed on the form OFI-86C (Special Agreement Check) who stays on the contract over 364 days will be required to have a NACI Complete suitability check to stay on the job site.

e. Notification of Disqualifying Information

If OSY receives disqualifying information on a contract employee, the Contractor, upon notification of such by the Contracting Officer, must immediately remove the employee from duties which require access to DOC facilities.

Individuals may be barred from working on the premises of a facility for any of the following:

- (1) Conviction of a felony or a crime of violence or of a misdemeanor involving moral turpitude.
- (2) Falsification of information entered on security screening forms or on other documents to the Department.
- (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- (4) Any behavior judged to pose a potential threat to departmental personnel or property.

Failure to comply with the requirements may result in termination of this contract. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to classified information.

**4. 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCT 2003)**

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to DOC's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause that term "Sensitive" is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards  
(<http://www.ossec.doc.gov/cio/itmhwweb/itmhwweb1.html>);
- (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all general support systems contain some sensitive information."; and
- (3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4  
(<http://www.ossec.doc.gov/cio/itmhwweb/itmhwweb1.html>);
- (2) The DOC Security Manual, Chapter 18  
(<http://www.ossec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (<http://www.ossec.doc.gov/cio/itmhwweb/itmhwweb1.html>), or equivalent/more specific agency or bureau guidance as specified immediately hereafter

not applicable

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC network or that DOC data be stored or processed on them, the Contractor Shall:

- (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that

include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and DOC policies and procedures that include, but are not limited to:

- (a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (<http://csrc.nist.gov/secplcy/a130app3.txt>);
  - (b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
  - (c) DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://www.osc.doc.gov/cio/itmweb/itmweb1.html>).
  - (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and
  - (e) not applicable
- (2) Within 14 days after contract award, the contractor shall submit for DOC approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in DOC IT Security Program Policy, Sections 3.4 & 3.5 (<http://home.osc.doc.gov/DOC-IT-Security-Program-Policy.htm>). The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the DOC IT Security Manager, or Agency/Bureau IT Security Manager/Officer, shall be incorporated as part of the contract. DOC will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined in DOC IT Security Program Policy, Sections 3.4 and 3.5 (<http://home.osc.doc.gov/DOC-IT-Security-Program-Policy.htm>) may result in termination of the contract.
- (d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.
- (End of clause)

**5. 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING DOC INFORMATION TECHNOLOGY SYSTEMS (OCT 2003)**

(a) Contractor personnel requiring any access to systems operated by the Contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. DOC shall provide screening using standard personnel



screening forms, which the Contractor shall submit to the DOC Contracting Officer's Technical Representative (COTR) based on the following guidance:

- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information system require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
- 2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.
- 3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.
- 4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.
- 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from the cognizant DOC security office servicing your bureau, operating unit, or Departmental office. At the option of the government, interim access to DOC IT systems may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract by the Contracting Officer.

(b) Within 5 days after contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, section 3.13 (<http://home.osc.doc.gov/DOC-IT-Security-Program-Policy.htm>). The COTR will inform the Contractor of any other available DOC training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(d) The Contractor shall afford DOC, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required

to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality DOC data or to the function of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(End of clause)

**6. 1352.246-70 INSPECTION AND ACCEPTANCE (MARCH 2000)**

The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

Inspection and acceptance will be performed at:

Per Customer who places the call.

## SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is (or attached to) the order: "Payment is requested in the amount of \$\_\_\_\_\_. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

## RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received,  
by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

## REPORT OF REJECTIONS

[illegible]